

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WealthTrust Fairport, LLC		05/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5144675	WEALTHTRUST	
Registration Number:	2531825	SOLUTIONS FOR WOMEN	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	emily.klump@thomsonreuters.com		
Correspondent Name:	Andrea Gniadek, Project Assistant		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Andrea Gniadek		
SIGNATURE:	/Emily Klump/		
DATE SIGNED:	06/01/2017		
Total Attachments: 5			
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OP \$65.00 5144675

TRADEMARK COLLATERAL AGREEMENT

This 31st day of May, 2017, WEALTHTRUST LLC, a Delaware limited liability company ("*WealthTrust*") with its principal place of business and mailing address at 600 Travis Street, Houston, Texas 77002, WEALTHTRUST FAIRPORT, LLC, a Delaware limited liability company ("*Fairport*") with its principal place of business and mailing address at 1350 Euclid Avenue, Suite 400, Cleveland Ohio 44115, and LEONETTI & ASSOCIATES, LLC, an Illinois limited liability company ("*Leonetti*" and together with *WealthTrust* and *Fairport*, the "*Debtors*" and each, a "*Debtor*") with its principal place of business and mailing address at 1130 Lake Cook Road, Suite 300, Buffalo Grove, Illinois 60089, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each assigns, mortgages and pledges to BMO HARRIS BANK N.A., a national banking association ("*BMO Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO Harris acting as such administrative agent and any successor(s) or assign(s) to BMO Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and each grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement dated March 10, 2017, between HighTower Holding, LLC, the other parties thereto, and Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtors for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtors' Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations.

When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

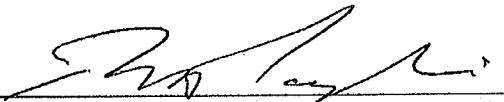
Each Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Collateral Agreement, and the rights and duties of the parties hereto, shall be governed by and construed and determined in accordance with the internal laws of the State of Illinois.. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

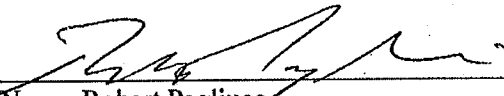
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

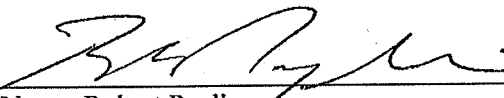
LEONETTI & ASSOCIATES, LLC

By 
Name: Robert Pagliuco
Title: Manager

WEALTHTRUST LLC

By 
Name: Robert Pagliuco
Title: Executive Vice President and
Assistant Secretary

WEALTHTRUST FAIRPORT, LLC

By 
Name: Robert Pagliuco
Title: Executive Vice President and
Secretary

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By _____
Name: James J. Hess
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT—WEALTHTRUST ACQUISITION]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

ENTITY	MARKS	REG. NO.	GRANTED
Leonetti & Associates, LLC	SECURE FUTURE SOLUTION	2781719	November 11, 2003
WealthTrust LLC	WealthTrust	5,144,675	February 21, 2017
WealthTrust Fairport, LLC	SOLUTIONS FOR WOMEN	2531825	January 22, 2002

PENDING FEDERAL TRADEMARK APPLICATIONS

ENTITY	MARK	SERIAL NO.	FILED
WealthTrust Fairport, LLC	LUMA WEALTH ADVISORS	87232272	November 10, 2016